

CITY OF BEDFORD

Bedford, Virginia

Regular Council Meeting

A G E N D A

January 10, 2006

7:30 p.m.

Administrative

Approval of Minutes
Report of City Manager
Council Comments
Report of Council Committees
Revisions to Agenda

Public Hearings

- | | |
|------------------|-----------------------------------------------------------------------------------------------|
| 1-P/CD-6-1-1-10 | Consideration of rezoning M-1 Manufacturing to B-2, General Business – Independence Boulevard |
| 2-CITY-10-2-1-10 | Approval of Sale and Conveyance of Sharp Top Property |

Consent Agenda

Old Business

New Business

- | | |
|-------------------|-----------------------------------------------------------------------------------------------------------------------|
| 3-CC-15-1-1-10 | Resolution – Brenda Ayers Daniel (roll call) |
| 4-CC-15-1-1-10 | Resolution – Joanne Mitchell Caldwell (roll call) |
| 5-P/CD-6-1-1-10 | Ordinance – Consideration of rezoning M-1 Manufacturing to B-2, General Business – Independence Boulevard (roll call) |
| 6-CITY-10-2-1-10 | Ordinance – Approval of Sale and Conveyance of Sharp Top Property (roll call) |
| 7-P/CD-15-1-1-10 | Resolution - Virginia Department of Rail and Public Transportation Technical Assistance Grant (roll call) |
| 8-C/R-2-4-10-1-10 | Contract for Appraisal Services - Wingate Appraisal Services (roll call) |

Closed session pursuant to Section 2.2-3711 (a) (1) of the Code of Virginia of 1950, as amended, for discussion of prospective candidates for the office of City Manager

NOTE: There will be a Reception at 6:30 p.m. on January 10, 2006, to recognize our retiring Constitutional Officers.



PUBLIC HEARING NOTICE

Notice is hereby given of a public hearing to be held by the City Planning Commission at 5:30 p.m. on Thursday, January 5, 2006 and by the City Council at 7:30 p.m. on Tuesday, January 10, 2006 at the City Municipal Building, Council Hall, 215 E. Main Street for the following purpose:

- To consider rezoning Tax Map #198-A-3 and Tax Map #217-A-3 from M-1, Manufacturing to B-2, General Business in the vicinity of Independence Boulevard.

The request is made by Oscar Padgett, 403 Otey Street, Bedford, VA and by the City of Bedford.

Information regarding these rezoning are on file in the office of Planning & Community Development.

Anyone who is in favor of or opposed to this request will have an opportunity to express their view at this hearing.

By the Authority of the Planning
Commission and City Council of the
City of Bedford

Publish: Bedford Bulletin
December 21, 2005
December 28, 2005

PUBLIC HEARING NOTICE

The City Council of the City of Bedford, Virginia, on Tuesday, January 10, 2006 at 7:30 P.M. in the City Council Chambers, Municipal Building, 215 East Main Street, Bedford, Virginia 24523 will hold a public hearing pursuant to Virginia Code Section 15.2-1800 concerning the sale and conveyance of certain property to the Western Virginia Land Trust for a price of \$20,000. The real estate to be conveyed consists of approximately 13.745 acres located on Sharp Top Mountain in Peaks Magisterial District; Bedford County, Virginia, which was conveyed to the Mayor and Common Council of the Town of Liberty by a deed dated October 19, 1888 and recorded in the Clerk's Office of the Circuit Court of Bedford County in Deed Book 62, at page 217.

Interested parties may appear at such time and place and present their views.

Teresa Hatcher
Clerk of the Council
City of Bedford, Virginia

Publish one time only (December 28, 2005)

**CITY OF BEDFORD, VIRGINIA
CITY COUNCIL
ACTION FORM**

ITEM: Resolution – Brenda Ayers Daniel

DATE OF COUNCIL MEETING: January 10, 2006

DATE: January 5, 2006

PRESENTATION:

City Council has been requested to adopt a Resolution to honor Brenda Ayers Daniel for her service to the citizens of the City of Bedford.

ACTION REQUESTED:

Council is requested to adopt a Resolution in recognition of Brenda Ayers Daniel.

		YES	NO	OTHER	ROUTING	
DATE:_____	FLOOD	()	()	()	CITY ATTY. ()	HR ()
	HUBBARD	()	()	()	CITY TREAS. ()	PKS/REC/CEM ()
APPROVED ()	MESSIER	()	()	()	COMM.DEV. ()	POLICE ()
DENIED ()	PADGETT	()	()	()	COMM.REV. ()	PUBLIC WKS. ()
DEFERRED TO:	STANLEY	()	()	()	ELECTRIC ()	SEWER ()
_____	THARP	()	()	()	ENGINEERING ()	WATER ()
	WANDREI	()	()	()	FINANCE ()	I.T. ()
					FIRE DEPT. ()	OTHER: _____

**RESOLUTION HONORING
BRENDA AYERS DANIEL
FOR HER CONTRIBUTIONS TO THE CITY OF BEDFORD**

WHEREAS, Brenda Ayers Daniel was born, raised, educated and has spent almost all of her adult life to date in the Bedford Community; and

WHEREAS, Brenda Daniel has served with distinction as the City's first Deputy Commissioner of Revenue and then as the duly elected Commissioner of Revenue for a total of over 37years; and

WHEREAS, during Brenda Daniel's tenure the office was established and has functioned as an efficient and friendly service for the citizens of the City of Bedford; and

WHEREAS, Brenda Daniel has contributed to the financial stability of the City through her vast knowledge, professional expertise, and fair and equitable handling of public assessments; and

WHEREAS, Brenda Daniel has shared her talents through active participation in the Virginia Commissioner of Revenue Association committees, Virginia Association of Assessing Officers and the Virginia Association of Locally Elected Constitutional Officers; and

WHEREAS, Brenda Daniel was one of the first in the State to receive the Master Certification designation for Commissioners of Revenue from the Career Development Program, administered by the Weldon Cooper Center at the University of Virginia; and

WHEREAS, Brenda Daniel will be greatly missed as a special employee, co-worker and friend by the City of Bedford;

NOW THEREFORE, BE IT RESOLVED, that the City of Bedford recognizes Brenda Daniel for her integrity, professionalism and tireless efforts on behalf of our community; and

BE IT FURTHER RESOLVED, that the City Council of the City of Bedford thanks Brenda Daniel for her exemplary leadership, customer service and for setting the standard for Bedford Commissioners of Revenue, and wishes her the best in her new ventures and bon voyage.

**CITY OF BEDFORD, VIRGINIA
CITY COUNCIL
ACTION FORM**

ITEM: Resolution – Joanne Mitchell Caldwell

DATE OF COUNCIL MEETING: January 10, 2006

DATE: January 5, 2006

PRESENTATION:

City Council has been requested to adopt a Resolution to honor Joanne Mitchell Caldwell for her service to the citizens of the City of Bedford.

ACTION REQUESTED:

Council is requested to adopt a Resolution in recognition of Joanne Mitchell Caldwell.

DATE:_____	FLOOD	YES	NO	OTHER	CITY ATTY.	ROUTING	
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**RESOLUTION HONORING
JOANNE MITCHELL CALDWELL
FOR HER CONTRIBUTIONS TO THE CITY OF BEDFORD**

WHEREAS, Joanne Mitchell Caldwell was born, raised, educated and has spent her adult life to date in the Bedford Community; and

WHEREAS, Joanne Caldwell has served with distinction first as the Deputy Treasurer and then as the Treasurer of the City of Bedford for a total of over 37 years; and

WHEREAS, Joanne Caldwell in her fiduciary capacity has contributed to the financial stability of the City through her vast knowledge, professional expertise and wise handling of public accounts; and

WHEREAS, Joanne Caldwell is both a duly elected constitutional officer and the Chief Financial Officer for the City of Bedford; and

WHEREAS, Joanne Caldwell has made a civic contribution to the community through her work as Treasurer for the Bedford Joint Economic Development Authority and as a volunteer with Bedford Main Street; and

WHEREAS, Joanne Caldwell is a member in good standing of the Treasurers' Association of Virginia; and

WHEREAS, Joanne Caldwell will be greatly missed as a special employee, co-worker and friend by the City of Bedford;

NOW THEREFORE, BE IT RESOLVED, that the City of Bedford recognizes Joanne Caldwell for her integrity, professionalism and tireless efforts on behalf of our community; and

BE IT FURTHER RESOLVED, that the City Council of the City of Bedford thanks Joanne Caldwell for her exemplary leadership, customer service and responsible handling of public monies, and wishes her the best in her new ventures.

**CITY OF BEDFORD, VIRGINIA
CITY COUNCIL
ACTION FORM**

ITEM: Ordinance – Consideration of rezoning M-1 Manufacturing to B-2 General Business – Independence Boulevard

DATE OF COUNCIL MEETING: January 10, 2006

DATE: January 6, 2006

PRESENTATION:

A public hearing will be held to consider a request to rezone tax parcel 198-A-3 with proffers from M-1, Manufacturing to B-2, General Business. This property is located on Independence Boulevard near its intersection with Orange Street. Mr. Oscar Padgett, a principal in Otey Street Properties, LLC is initiating the request and he has proffered certain conditions related to the rezoning.

The Planning Commission met on Thursday, January 5, 2006, and recommended City Council approve the request to rezone tax parcel 198-A-3 with proffers from M-1, Manufacturing to B-2, General Business, as stated in their Memorandum dated January 6, 2006. Under the City Land Development Regulations, the City Council is required to act upon the application for rezoning within 60 days of January 5, 2006. The Planning Director and City Attorney have drafted an ordinance for the Council to consider if the Council desires to follow the Planning Commission's recommendation. The ordinance is slightly different from the one that was posted which included a provision for rezoning an adjacent property. The Planning Commission withdrew the adjacent property from consideration.

ACTION REQUESTED:

Following a public hearing, Council is requested to consider the rezoning application.

		YES	NO	OTHER	ROUTING	
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Ordinance No. _____

**AN ORDINANCE CHANGING THE ZONING MAPS FOR THE CITY OF BEDFORD BY
REZONING FROM M-1 TO B-2, SUBJECT TO CERTAIN PROFFERS, PARCEL 198-A-3**

WHEREAS, the Planning Commission of the City of Bedford will hold a public hearing on January 5, 2006; and

WHEREAS, the City Council will hold a public hearing after notice is given in the *Bedford Bulletin* once a week for two successive weeks as required by Virginia Code 15.2-2204;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, VIRGINIA:

- Section 1. The Zoning Map of the City of Bedford is amended by rezoning from Manufacturing (M-1) to General Business (B-2) the following described land:
- a. Tax Parcel No.198-A-3 on Independence Boulevard, subject to the following proffers:
 - 1. Development at owner's expense of a road built to VDOT standards comparable to the road shown on the Preliminary Layout for Otey Street Properties, LLC, prepared by Berkley Howell and Associates, Inc. dated November 21, 2005.
 - 2. Installation of streets, ADA-ramped sidewalks, gutters, street lighting, and landscaping for any development occurring within this property.

Section 2. This ordinance is effective upon enactment.

To: Mayor Messier and City Council Members
From: Bart Warner, Director of Planning & Community Development
Date: January 6, 2006
Re: Recommendation of Planning Commission

On January 5, 2006, the Planning Commission held a regularly scheduled meeting for the following purpose:

- To consider rezoning Tax Map #198-A-3 and Tax Map #217-A-3 from M-1, Manufacturing to B-2, General Business in the vicinity of Independence Boulevard.

On a motion by Ms. Bailey, seconded by Ms. Coles, with six members voting aye, one no, the Planning Commission recommends that City Council approve rezoning with proffers Tax Map #198-A-3 belonging to Mr. Oscar Padgett from M-1, Manufacturing to B-2, General Business.

Ms. Bailey moved to properly initiate rezoning of Tax Map #217-A-3 belonging Mr. Earl Childers from M-1, Manufacturing to B-2, General Business. Ms. Coles seconded. The motion failed unanimously.

**CITY OF BEDFORD, VIRGINIA
CITY COUNCIL
ACTION FORM**

ITEM: Ordinance - Approval of Sale and Conveyance of Sharp Top Property

DATE OF COUNCIL MEETING: January 10, 2006

DATE: January 5, 2006

PRESENTATION:

The Western Virginia Land Trust has proposed purchasing from the City a tract of land containing approximately 13.75 acres located on Sharp Top Mountain in Peaks Magisterial District in Bedford County. The Western Virginia Land Trust intends to convey the property to the National Park Service for inclusion in the Blue Ridge Parkway facility. The Land Trust has offered to pay \$20,000 for the property.

The Property Committee considered this at a meeting on November 20, 2005, and recommended that the City proceed with consideration of the proposal. The City Council, at its meeting on December 13, 2005, authorized the publication of a public hearing notice for consideration of the Sharp Top property. A public hearing is required under state law before the City can convey real estate. A proper notice of a public hearing to be held at the Council meeting on January 10, 2006 has been published in the Bedford Bulletin as required. Roger Holnback, Director of the Western Virginia Land Trust, has indicated that he will be present at the Council meeting to answer any questions.

The City Attorney has prepared an ordinance for consideration by the City Council. The ordinance authorizes the sale of the real estate with special warranty of title and conveying any easement rights without any warranty since the City acquired this property in 1888 and since the Blue Ridge Parkway appears to own the property through which the original right-of-way ran. The proposed ordinance authorizes the mayor and clerk to sign the deed and to deliver it upon payment of the purchase price. The ordinance has been posted for one week prior to the meeting.

ACTION REQUESTED:

Council is requested to consider enacting the ordinance authorizing the sale of the Sharp Top Mountain property containing 13.75 acres, more or less, to Western Virginia Land Trust for a purchase price of \$20,000 pursuant to its offer of purchase.

		YES	NO	OTHER	ROUTING	
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ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE SALE AND CONVEYANCE TO
WESTERN VIRGINIA LAND TRUST OF REAL ESTATE CONTAINING
13.745 ACRES, MORE OR LESS, LOCATED ON SHARP TOP
MOUNTAIN IN BEDFORD COUNTY, VIRGINIA**

WHEREAS, the City of Bedford is the owner of a tract of land containing 13.745, more or less, located on Sharp Top Mountain in Peaks Magisterial District, Bedford County, Virginia which was conveyed to the Mayor and Common Council of the Town of Liberty by a deed dated October 19, 1888 and recorded in the Clerk's Office of the Circuit Court of Bedford County, in Deed Book No. 62, at page 217; and

WHEREAS, Western Virginia Land Trust has offered to purchase the real property from the City for a price of \$20,000 with the intention of conveying title to the United States Department of Interior, National Park Service for incorporation into the Blue Ridge Parkway properties; and

WHEREAS, the City Council, pursuant to the statutes made and provided for approval of conveyances of real estate has held a public hearing on January 3, 2006 after public notice of such hearing was advertised once in the Bedford Bulletin on December 28, 2005, which is at least 7 days prior to the public hearing.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEDFORD;

Section 1. The City Council approves the sale of the hereinafter described real estate to the Western Virginia Land Trust for a price of \$20,000, the real estate being more particularly described as follows, to-wit:

All that certain real estate described on the Bedford County Land Book and tax maps as Parcel Number 54 A 9 containing 13.75 acres, the land on which McLeod Kasey once had a distillery, and being more particularly described in a deed from Nicholas Horsley and Wife to McLeod Kasey dated May 18, 1875 and recorded in Deed Book No. 48, at page 418 as follows:

BEGINNING at a gum tree on north side of Big Spring Branch near a spring on land of Jordan Watson; thence up the hill S 71 deg. W 47 poles (a line run in 1860 dividing the Coleman tract) to a chestnut stump and pile of rocks; thence north 48 ½ deg. W 46.32 poles to a pile of rocks near a large oak tree; thence N 66 deg. E 56 poles down the hill to a log across the Big Spring branch northeast of saw mill; thence down branch as it meanders, S 29 deg. E 22 poles; thence S 41 ½ E 26 poles to BEGINNING.

Together with a right-of-way for wagons, horses and other purposes over the remaining portion of the land conveyed to Horsley by said Coleman and Chilton and the right-of-way which said Horsley has over the land of Vaughn, in common with said Horsley, leaving from main Peaks Road, south of the dwelling house of said Vaughn across the branch and around the saw mill under the water lane to the land hereby conveyed. Also the use and enjoyment of a certain spring a few feet from S. E. corner of saw mill and west of said land.....

It being the same property conveyed by T. L. Saunders, Commissioner to the Mayor and Common Council of the Town of Liberty by a deed dated October 19, 1888 and recorded in the aforesaid Clerk's office in Deed Book 62, at page 217.

Section 2. The Mayor and the City Clerk are hereby authorized to execute a deed in form approved by the City Attorney conveying the real estate with special warranty and conveying the right-of-way without warranty, and the Mayor should be authorized to deliver the deed to Western Virginia Land Trust upon payment of the consideration to the City.

Section 3. This Ordinance shall take effect immediately.

**CITY OF BEDFORD, VIRGINIA
CITY COUNCIL
ACTION FORM**

ITEM: Resolution - Virginia Department of Rail and Public Transportation Technical Assistance Grant

DATE OF COUNCIL MEETING: January 10, 2006

DATE: January 3, 2006

PRESENTATION:

Bedford Chamber of Commerce, with assistance from Region 2000, has been holding meetings to assess the need for some type of public transportation in the Bedford City/County area. The Virginia Department of Rail and Public Transportation offers technical assistance grants to be used to determine the demand for transit services. It is the Chamber's intent to fund one-third of the ten percent match necessary to apply for this grant with the City and the County each funding \$2,000 toward the required \$6,000 match. While some type of public transportation in our area is undoubtedly a high priority consideration, the City is facing several extremely expensive state and federal mandates, not only in this budget, but also budgets for several years in the future. The technical assistance grant will undoubtedly lead to funding requests at an operational stage. Public transportation cannot be sustained through user fees alone. If Council chooses to fund this study, it is recommended that the study include other options such as strengthening volunteer operations like Bedford Ride.

ACTION REQUESTED:

The Council is requested to approve the resolution with the understanding that in addition to determining the demand for transit services, the study focuses on cost-effective methods to provide transit services utilizing existing volunteer services presently being offered. And, that Council approve the expenditure of up to \$2,000 as a 1/3 of the 10% match necessary for the Virginia Department of Rail and Public Transportation Technical Assistance Grant, contingent upon allocation of the remaining matching funds by the Bedford County Board of Supervisors and the Bedford Chamber of Commerce.

		YES	NO	OTHER	<u>ROUTING</u>	
DATE:_____	FLOOD	()	()	()	CITY ATTY.	() HR ()
	HUBBARD	()	()	()	CITY TREAS.	() PKS/REC/CEM ()
APPROVED ()	MESSIER	()	()	()	COMM.DEV.	() POLICE ()
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Resolution Authorizing the Application for State Aid to Public Transportation

Be it resolved by the City of Bedford that the City Manager is authorized, for and on behalf of the City Council, hereafter referred to as the **Public Body** to execute and file an application to the Department of Rail and Public Transportation, Commonwealth of Virginia, hereafter referred to as the **Department** for a grant of financial assistance in the amount of \$54,000 to defray the costs borne by the **Public Body** for public transportation purposed and to accept from the **Department** grants in such amounts as may be awarded, and to authorize the City Manager to furnish the **Department** such documents and other information as may be required for processing the grant request.

The Bedford City Council certified that the funds shall be used in accordance with the requirements of Section 58.1-638.A.4 of the Code of Virginia, that the **Public Body** will provide funds in the amount of \$6,000, which will be used to match the state funds in the ratio as required in such Act, that the records of receipts of expenditures of funds granted the **Public Body** may be subject to audit by the **Department** and by the State Auditor of Public Accounts, and that funds granted to the **Public Body** for defraying the expenses of the **Public Body** shall be used only for such purposes as authorized in the Code of Virginia. The undersigned duly qualified and acting City Manager of the **Public Body** certifies that the foregoing is a true and correct copy of a Resolution, adopted at a legally convened meeting of the Bedford City Council held on January 10, 2006.

Let's develop a comprehensive Bedford City/County transit plan!

We need to look at our existing transportation needs and services and existing demand for services in a comprehensive way involving both the City and the County. Otherwise, both jurisdictions will grapple with Transportation funding requests separately and incrementally.

- 19% of Bedford's population are senior citizens. 8% of our population live at or below the poverty rate according to the 2000 census. Seniors and low income residents are likely to use transit services most frequently.
- There are no taxis and no Greyhound services in the City/County. Transportation to Senior Lunch Sites, Headstart schools, the Sheltered Workshop serve only the clients in their programs, not the public at large
- Bedford Ride provides over 5000 one way rides for over 255 people annually. But their federal funding is seriously threatened. Local Governments and businesses are likely to be asked to help make up some of the difference.
- Businesses have reported to the Chamber that they encounter City/County residents who they would hire except those residents don't have dependable transportation to work.

Virginia Department of Rail and Public Transportation offers Technical Assistance grants to hire a transit specialist who will

- Look at all of the transit services now being provided in our community
- Gauge the demand that exists for transportation and transit
- Work with government, business and community leaders to develop a sensible, cost effective model for Bedford City/County
- Involve existing providers as well as develop new service alternatives to meet unmet demand

VDRPT Technical Assistance Grants – 90%-10% match, due February 1. The Bedford Chamber of Commerce Board has committed up to \$2,000 as a partnership toward the \$6,000 match if the City and County will seek the Technical Assistance Funds.

Please support the resolution for the County to apply for VDRPT Technical Assistance funds and the City to provide financial support for the development of a Bedford City/County transit plan.

The Technical Assistance report measures demand for transit services and provides a blueprint to respond to our community's future transit needs. It does not obligate the City or the County to take any further action. But if the governments chose to move forward, VDRPT has experimental grants under a 90%-10% match program to see if public transit systems would work and ongoing grants with a roughly 70-30% match for operations. At this stage, however, we are proposing that we simply gauge demand and develop a plan of how to address transit issues in our community.

Project Name: Bedford Area Transit Plan

Project Description: We propose to develop a Bedford Area Transit Plan to inventory existing transportation resources, gauge unmet demand for services, and develop practical options for meeting unmet demand for transit services. A panel of local service providers, business representatives and local government officials would oversee the development of a scope of work, the selection of a consultant and provide local input and comments on the work of the consultant. The Area Transit Plan would look comprehensively at available services and service locations and identify any opportunities for coordination and cooperation among service providers. The plan will also present recommendations on the most effective and efficient ways to meet identified unmet transit needs in the community. The plan should include identifying innovative alternatives to address transit service needs including use of community and social organizations. The Region 2000 Local Government Council will provide staff assistance to manage the grant and meet promised benchmarks.

Project Budget

Revenue

Local Contributions:	\$6,000
\$2,000 each from City, County and Chamber	
State/Federal	\$54,000
Total	\$60,000

Expenditures

Consultant Professional Services –	\$56,935
includes travel and expenses	
Administration – Local Government Council	
Travel – Local Government Council	\$ 215
Salary & Wages, Fringes, Indirect Costs	\$ 2,850
Total expenditures	\$60,000

Project Timeline

Project Begin Date	7/1/06
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Consultant Selected	8/15/06
Preliminary Report	11/15/06
Project end Date – Final report	1/1/07

Project Scope: A management team of existing transportation providers, Chamber of Commerce representatives and business leaders, interested community citizens, and local government officials will be appointed by the two localities to manage and oversee the project. This management team will develop a request for proposals for consultant services to be approved by VDRPT. Virginia’s Region 2000 Local Government Council will provide staff support to the management team. We will keep VDRPT representatives informed and involved throughout the process, as well.

The consultant will be tasked with inventorying existing, local or regional transportation services that serves the Bedford area. We’ll also survey those providers, business leaders and the community at large about their perceptions on the demand for transit services. The Consultant will seek to identify the locations where there is the most demand for transit services, where those services would be going, and its frequency. The final report will contain reasoned recommendations on how the City and County might build a transit system using existing and new providers on an incremental, practical basis. It is likely that the report will also contain other alternatives that might help local decision makers as they address transit needs in the community.

We will have a public meeting in the middle of the process to get community input and another at the end of the process to discuss the report.

Monitor and evaluate plan: The Consultant will attend bi-monthly meetings of the management team to provide reports and updates. The consultant will provide a quarterly written report. There will be at least one public meeting during the study. The consultant will also be expected to meet with the City and County to discuss the report.

Administration: The Local Government Council is able to provide administrative services for this project if the City approves.

Miscellaneous information about transportation services in Bedford City and County

Transportation Services Available in the Bedford Area

Area Agency on Aging

Limited to Senior Citizens, the Central Virginia Area Agency on Aging provides rides to lunch sites and limited shopping.

Fifty participants get over 5,963 one way rides (52,041 miles) to lunch sites annually.

Bedford Ride

Bedford Ride uses volunteers to drive Area Agency on Aging vehicles to take passengers to non-emergency medical transportation and limited grocery shopping. The service is funded through a special federal appropriation of \$60,000 which is expected to be available for the next two years.

255 Bedford residents have been served by Bedford ride over the past year providing 5,016 one way trips and 112,486 miles averaging over 22 miles per trip.

Greater Lynchburg Transit Company (GLTC)

The Greater Lynchburg Transit Company (GLTC) operates 15 weekday bus routes located primarily within the City of Lynchburg and portions of Madison Heights. GLTC routes make use of short portions of Forest Road (Route 221), Graves Mill Road (Route 1425), and Enterprise Drive (Route 1415) in Bedford County.

Air and Rail Service

There is no public air or rail travel in Bedford County. Both are available in Lynchburg and Roanoke.

Intercity Bus Service

Greyhound will close their Bedford services effective August 17th. They did offer two arrivals and departures from downtown Bedford to Roanoke and two arrivals and departures from downtown Bedford to Lynchburg daily. The cost was \$9.50 for one way and \$19.00 for round trip on Mondays through Thursdays and \$10.50 for a one way trip and \$20.50 for a round trip on Friday, Saturday and Sundays.

This was a “flag stop” at Bridge and Main Streets where riders flag the bus for service and pay in cash. There was no enclosed waiting area and no ticketing, baggage or package express service was offered.

Transit Services

Department of Rail and Public Transportation Demonstration Grants

The Virginia Department of Rail and Public Transportation administer Virginia's state and federal funding for transit services. To see if a service is viable, VDRPT may offer Demonstration grant funds which will pay 95% of the capital and operating costs for the first year to eighteen months of service. After the demonstration period, if ridership does not prove large enough to justify the service, then VDRPT will not continue funding the transit service. These demonstration grants are competitive and dependant on funding being available. Applications for demonstration grants are usually submitted at the end of each January.

If ridership does prove successful, then funding may be available with a 25%-35% match requirement. Fares paid by riders can help reduce this cost, but not much. Usually fares are set by the local government at less than \$2 per one way ride. Fares will generally generate only a marginal amount of revenue. For the most part, local governments are asked to provide most or the entire match for these services.

Types of Services that might be offered

Demand Response

A system where riders call a day or two in advance and inform a dispatcher of their destination. The dispatcher clusters a group of riders going from the same general area and builds a route to get them to their destination usually the next day. The vehicle comes to their home and drops them off directly at their destination.

Fixed Route

A system where vehicles follow a fixed route at established times and picks up riders. Usually found in urban areas, rural areas don't use fixed route systems as often as other models.

Commuter Services

A system where vehicles focus on picking up people at their homes or at central sites and taking them to work centers, likely in Lynchburg or Roanoke.

State of Transportation in the Bedford Area

The Bedford area's population in 2000 was 66,670 and is estimated by the Weldon Cooper Center to be growing at just under 1% each year. There are over 12,782 persons aged 60 and over, an estimated 2,100 persons age 16 to 64 with a mobility limitation and over 4,400 persons age 64 or less residing in households with incomes below poverty level. These statistical groups are important because it is very likely that the elderly, persons with disabilities and persons with low to moderate income will be users of public transit services. (The 2000 census numbers for this report have been combined for the City and the County and are referred to as the Bedford area.)

Some transportation services already exist in the Bedford area, although it is almost exclusively transportation for specific clients of specific programs or services. Lynchburg Community Action Group provides over 46,000 miles of transportation providing rides to 110 participants at four head start centers. Longwood Group Home, a facility of the Central Virginia Community Services Board, provides over 70,000 miles of transportation for their residents. The Central Virginia Agency on Aging provides over 52,000 miles of transportation for over 50 senior citizens taking them to congregate meal sites in Bedford, Moneta and Montvale and providing important shopping assistance to those clients. These program services are paid for with federal dollars for specific services that have been provided for many years. It is likely that these programs will continue in the future.

Bedford Ride serves 255 residents with medical related transportation services using volunteers to drive over 112,486 miles annually. That accounts for over 5,000 one way trips. Bedford Ride is funded through a special federal appropriation that is approved through this and next federal fiscal year. Its federal funding future after the initial three year cycle is uncertain.

Bedford's Greyhound Bus service to Lynchburg and Roanoke was dropped during the month of August. In 2004, 218 riders departed out of Bedford by Greyhound and 338 riders arrived. There are no traditional taxi services in Bedford although Medicaid taxi is available from Lynchburg and Roanoke.

Leighton Langford, Bedford County's Director of Social Services estimates that there are 165 county residents receiving various social services related programs that need transportation. There are some local agencies, (Alliance for Families and Children, Social Services) that offer vehicles to qualified families. However, the families have to have enough income to keep up and pay operating expenses on the vehicle and meet other criteria to be eligible for a vehicle. And, there are not enough vehicles available to meet demand.

***Chamber of Commerce Notes on developing a Bedford area
comprehensive transit plan***

We need to look at our existing transportation needs and services in a comprehensive way involving both the City and the County. Otherwise, both jurisdictions will grapple with Transportation funding requests separately and incrementally.

- 19% of Bedford's population are senior citizens. 8% of our population live at or below the poverty rate according to the 2000 census. Seniors and low income residents are likely to use transit services most frequently.
- There are no taxis and no Greyhound services in the City/County. Transportation to Senior Lunch Sites, Headstart schools, the Sheltered Workshop serve only the clients in their programs, not the public at large
- Bedford Ride provides over 5000 one way rides for over 255 people annually. But their federal funding is seriously threatened. Local Governments and businesses are likely to be asked to help make up some of the difference.
- Businesses have reported to the Chamber that they encounter City/County residents who they would hire except those residents don't have dependable transportation to work.

Virginia Department of Rail and Public Transportation offers Technical Assistance grants to hire a transit specialist who will

- Look at all of the transit services now being provided in our community
- Gauge the demand that exists for transportation and transit
- Work with government, business and community leaders to develop a sensible, cost effective model for Bedford City/County
- Involve existing providers as well as develop new service alternatives to meet unmet demand

VDRPT Technical Assistance Grants – 90%-10% match, due February 1. The Bedford Chamber of Commerce Board has committed up to \$2,000 as a partnership toward the \$6,000 match if the City and County will seek the Technical Assistance Funds.

The Technical Assistance report measures demand for transit services and provides a blueprint to respond to our community's future transit needs. It does not obligate the City or the County to take any further action. But if the governments chose to move forward, VDRPT has experimental grants under a 90%-10% match program to see if public transit systems would work and ongoing grants with a roughly 70-30% match for operations. At this stage, however, we are proposing that we simply gauge demand and develop a plan of how to address transit issues in our community.

**CITY OF BEDFORD, VIRGINIA
CITY COUNCIL
ACTION FORM**

ITEM: Contract for Appraisal Services – Wingate Appraisal Services

DATE OF COUNCIL MEETING: January 10, 2006

DATE: January 4, 2006

PRESENTATION:

The State Code of the Commonwealth of Virginia requires localities to conduct a general reassessment of all locally taxable and tax-exempt real estate at regular intervals not to exceed four years. Two thousand six will be the fourth year since the last general City reassessment. The City has issued request for proposals from reassessment firms and Wingate Appraisal Services was issued a notice of award by the City on June 30, 2005. The City has prepared a contract with Wingate at a cost of \$24.00 per parcel. The terms of the contract have been mutually agreed upon by Wingate Appraisal Services and the City. Wingate agrees to complete all appraisal services and transmit all of the necessary information to the Commissioner of the Revenue no later than June 30, 2006.

ACTION REQUESTED:

Council is requested to authorize the City Manager to sign the contract for appraisal services to Wingate Appraisal Services.

		YES	NO	OTHER	ROUTING	
DATE:_____	FLOOD	()	()	()	CITY ATTY.	() HR ()
	HUBBARD	()	()	()	CITY TREAS.	() PKS/REC/CEM ()
APPROVED ()	MESSIER	()	()	()	COMM.DEV.	() POLICE ()
DENIED ()	PADGETT	()	()	()	COMM.REV.	() PUBLIC WKS. ()
DEFERRED TO:	STANLEY	()	()	()	ELECTRIC	() SEWER ()
_____	THARP	()	()	()	ENGINEERING	() WATER ()
	WANDREI	()	()	()	FINANCE	() I.T. ()
					FIRE DEPT.	() OTHER: _____

**CONTRACT
FOR
APPRAISAL SERVICES**

THIS CONTRACT, made and entered into this 22nd day of September, 2005, by and between City of Bedford, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as “the City”), and Wingate Appraisal Service (hereinafter referred to as “the Company”).

W I T N E S S E T H:

WHEREAS, that pursuant to Virginia Code §58.1-3252, the Bedford City Council has voted to carry out a general reassessment of locally taxable and tax-exempt real estate in the City and to this end has issued requests for proposal from reassessment firms; and

WHEREAS, Wingate submitted a proposal for the services requested; and

WHEREAS, the City issued a Notice of Award to Wingate on the 30th day of June 2005, the City and Wingate have reached an agreement for Wingate to provide such services to the City and the parties desire that such agreement be reduced to writing.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

I. SCOPE OF SERVICES

A. The Basic Services shall be performed by the Company in accordance with the terms of this Contract and shall consist of the professional services set forth in the Contract Documents. The Contract Documents shall include: 1) the City’s Request for Proposals, dated March 7, 2005 (the “RFP”), which are incorporated herein by reference; 2) the Company’s Proposal, dated April 11, 2005 which is incorporated herein by reference; and 3) this Contract. The performance of the Basic Services by the Company is referred hereafter from time to time as the “Project.”

B. At the beginning of the Reassessments, Wingate Appraisal Service will conduct an extensive study and analysis of sales, construction costs, and neighborhood trends within Bedford City. The study would involve analysis of sales receipts, transfer records, discussions with buyers and sellers, and discussions with local realtors, appraisers, bankers, or others having a general knowledge of local values and trends. The completed sales study will become the property of the City of Bedford.

Following the sales analysis and study, appraisal manuals will be compiled for use during the reassessment. A copy will be provided to the Commissioner of Revenue for use in assessing new construction following completion of the reassessment.

C. Each property in the City will be visited either by a research technician or a fully qualified appraiser. At this time, all existing data will be reviewed and updated as needed. Any existing sketches and/or measurements already on the records will be checked and verified or corrected. New measurements and sketches will be obtained and prepared as needed.

The property owner will be interviewed, if available at the time a visit is made to the property. In the event no one is found at the property, a door notice will be left, requesting any necessary information. If the initial property visit is made by a research technician, a fully qualified appraiser will view the property prior to preparing a market value assessment. Should the research technician or appraiser be refused admittance or information on the property, a notation will be made on the field card and the property appraised based on the best information available.

Values will be expressed at 100% fair market value as required by the laws of the Commonwealth of Virginia. Emphasis will be given to ensuring uniformity and equality with respect to each class of property. All values shall remain confidential until reassessment notices are mailed out to all property owners.

Wingate will designate and provide an employee acceptable to the City and approved by the Virginia Department of Taxation to serve in the capacity of professional assessor under the State Code.

D. After the completion of the field work and all data entry, notices of new assessments will be prepared and mailed to all property owners, in preparation for the informal public hearings. These notices will show the place and times where property owners may appear to contest and/or compare their assessments with comparable property assessments. Coinciding with the mailing of notices, printouts, showing all property assessments, will be prepared and made available to the general public. These single-line printouts will be made available in both alphabetical and map number order.

E. Informal public hearings will be held covering an eight-day period in the City, which will include at least two evening hearings to accommodate citizens who are working during normal office hours. At the request of any property owner, reviews, including field rechecks, if needed, will be made, and adjustments made, as warranted.

F. Following the completion of the informal hearings, value changes and any other needed corrections will be made to the computer file, after which the General Reassessment Book will be run. After the Reassessment Book is signed, the original copy will be filed with the Clerk of the Circuit Court, with one copy given to the Commissioner of Revenue. Also, a copy of the signed Recapitulation Sheet will be forwarded to the Department of Taxation, Property Tax Division, Richmond, Virginia.

G. Upon request of the City Manager, a representative from the Company will appear before the Bedford City Council to give the Council an update on the reassessment.

II. RESPONSIBILITY OF PARTIES

A. COMPANY RESPONSIBILITIES

1. The Company shall be solely responsible for coordination of the Project, including the work of the Company, the Commissioner of the Revenue, the City Manager, the Board of Equalization, and any other governmental entities having jurisdiction over the general reassessment.

If the Company becomes aware of any delay or problem that may hinder coordination among the various entities, the Company shall immediately notify the City's project manager and take appropriate action to keep the Project on the approved schedule, as outlined in the Contract Documents.

2. Wingate hereby agrees that it will furnish a professional assessor certified as qualified by the Virginia Department of Taxation as required by Section 58.1-3275 of the Virginia Code; and that its supervisors, appraisers, and technicians are qualified for such assignment or assignments as they may be given by Wingate.

3. The Company represents and warrants that its services will be performed in a manner consistent with generally accepted appraisal standards and practices and that it is familiar with all federal, state, and local laws, regulations, codes, and standards that are applicable at the time the Company renders its professional services. Should the Company fail to comply with applicable laws, regulations, codes, and standards, the Company hereby agrees to bear all resulting costs, including, but not limited to, the full cost of correcting its documents and the cost of changing the affected documents of the City.

4. Wingate agrees to supply appraisal and clerical personnel. Wingate will supply the appraisal staff with normal tools of the trade, such as calculators, measuring tapes, and transportation.

5. Wingate agrees to cooperate with the Commissioner of the Revenue's Office in assessing new construction and property splits during the reassessment, so as to avoid duplication of effort or omission by both office.

B. CITY RESPONSIBILITIES

1. The City shall furnish to the Company two (2) complete sets of the City's tax maps and access to any other pertinent data currently on hand in the City Real Estate Office, Community Development Office or Building Official's Office.

2. The City agrees to furnish adequate office space located within the Municipal Building or reasonable proximity thereto. Adequate parking will also be furnished within a reasonable proximity of the Reassessment Office. Filing cabinets, all office furniture, miscellaneous office supplies, and telephone service, with a minimum of three lines, will be furnished. The City will pay for all forms and print stock, including appraisal cards, reassessment notices, postage, and photocopying. Adequate hardware and software will be supplied by the City, including maintenance and daily backups. Wingate cannot be held responsible for any delays as a result of hardware or software problems of any kind.

3. The City shall have the right to require the Company to remove from the Project any person the City, in its discretion, considers to be unqualified or negligent, or the City, in its discretion, considers guilty of any misconduct in the performance of his duties. Any such person so removed shall not again be employed on the Project.

III. FEES

A. In accordance with this agreement, Wingate will complete all appraisal and clerical work for a total fee of

SEVENTEEN DOLLARS (\$24.00)

PER PARCEL OF REAL ESTATE
AND
SEVENTEEN DOLLARS (\$24.00)
PER MANUFACTURED HOME
ASSESSED AS PERSONAL PROPERTY

B. Statements will be submitted monthly, based on the number of parcels or mobile homes completed as of the billing date. In lieu of a performance bond, a 10% retainage will be withheld as a performance guaranty. The retainage will be due and payable with the signing of the Reassessment Book.

C. The City assumes full responsibility for clerical assistance and all other costs for the Board of Equalization.

IV. TIMETABLE/SCHEDULE OF WORK

A. Completion of sales and construction cost analysis-August 1, 2005

B. Completion of field work-May 31, 2006

C. Notice of reassessment to property owners-June 1, 2006

D. Informal public hearings-between June 1 and June 30, 2006

E. Filing of Reassessment Book with Clerk's Office-June 30, 2006

F. Time is of the essence in this Contract. Notwithstanding any provision of the Contract Documents to the contrary, the Company agrees to complete all professional appraisal services and to transmit final copies of all field cards or sheets to the Commissioner of the Revenue no later than June 30, 2006. The City may suffer financial loss for which the Company shall be liable if the Project or any part thereof is delayed because the Company fails to perform any part of its services in accordance with this Contract. Execution and delivery of this Contract by the City

shall constitute notice for the Company to proceed with the Basic Services.

V. INSURANCE AND INDEMNIFICATION

A. The Company agrees to indemnify, defend and save harmless the City, its officers, agents, and employees, from and against any and all demands, actions, causes of action, damages (whether direct, indirect, incidental or consequential costs, losses, claims, and expenses (including attorney's fees)) of any and every kind arising out of any and all acts, errors, or omissions of the Company, its subcontractors, agents, or employees, in performing services under this Contract.

B. The Company shall secure and maintain at its cost such insurance as will protect it and the City from claims under worker's compensation acts; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; claims for damages because of injury to, or destruction of, tangible property, including loss of use resulting therefrom; and claims arising out of the performance of professional services caused by any errors, omissions, or negligent acts for which it is liable. The minimum limits of liability shall be as follows:

Public Liability (Bodily Injury):

Each person	\$ 500,000
Each occurrence	\$1,000,000
Annual aggregate	\$1,000,000

Public Liability (Property Damage):

Each person	\$1,000,000
Annual aggregate	\$1,000,000

Automobile (Bodily Injury), including owned, non-owned and hired care coverage:

Each person	\$1,000,000
Each accident	\$1,000,000

Automobile (Property Damage):

Each accident	\$1,000,000
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Worker's Compensation:

Coverage A-Statutory Requirements	
Coverage C-Accident and/or Disease	\$100,000
All States Endorsement	\$100,000

At its option, the Company may increase the limits of liability to amounts greater than those referred to above.

C. Company shall furnish to the City insurance certificates evidencing the insurance policies and coverage required hereunder, which certificates are hereby incorporated by reference into this Contract, prior to the initiation of services under this Contract. Such certificates shall provide that the Company or its insurer shall give thirty (30) days' prior written notification of cancellation or modification of any of said policies to the City. Additionally, the City shall be entitled to demand that the Company, from time to time, furnish evidence that the insurance required by this Contract is in effect, and such evidence shall be provided within ten (10) days of such request.

VI. TERMINATION

A. This Contract may be terminated by the City upon the substantial failure of the Company to perform in accordance with all the terms herein, provided that the Company's failure to perform is through no fault of the City and shall continue for thirty (30) days after written notice thereof from the City specifying the nature and extent of such default.

This Contract may be terminated by the Company upon the substantial failure of the City to perform in accordance with all the terms herein, provided that the City's failure to perform is through no fault of the Company and shall continue for thirty (30) days after written notice thereof from the Company specifying the nature and extent of such default.

B. The City agrees to pay the Company for services rendered through the date of termination or suspension, based upon the percentage of the Company's services completed as of the date of termination. Such payments shall be paid by the City upon the Company's delivery to the City of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Company in performing the services included in this Contract, whether completed or in progress. All amounts payable shall be subject to the City's right of offset.

VII. MISCELLANEOUS

A. The Company represents that all persons performing services herein are employees or agents of the Company. Such personnel shall not be employees of, nor have any contractual relationship with, the City, nor shall they hold themselves out as, or claim to be, officers or employees of the City. The Company further agrees that in the performance of its services hereunder, it shall be acting as an independent contractor and not as agent of the City.

B. Any legal action brought by either party to this Contract shall be subject to the exclusive jurisdiction of the Circuit Court of Bedford City, Virginia and shall be brought only in such court. This Contract shall be governed by the laws of the Commonwealth of Virginia.

C. Discrimination: During the performance of this Contract, the Company agrees as follows:

(1) The Company will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Company. The Company agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

(2) The Company, in all solicitations or advertisements for employees placed by or on behalf

of the Company, will state that the Company is an equal opportunity employer.

(3) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Company will include the provisions of the foregoing subparagraphs (1), (2), and (3) in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

D. Non-appropriation: All funds for payments after June 30 of the current fiscal year are subject to the availability of a City appropriation for this purpose. In the event of non-appropriation of funds by the City Council for the items under this Contract, the City will terminate this Contract on July 1, of the then current fiscal year. In the event funding for the payment of invoices is subject to the availability of federal or state funding and such federal or state funding is not made available, this Contract may be terminated effective the date of non-availability of funds for those items dependent on such funds.

E. This Contract represents the entire and integrated Contract between the City and the Company and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and the Company.

F. The City Manager, or his designee, shall be the City's project manager, and have sole authority to administer the terms of this Contract, and to execute amendments to the Contract.

G. The City and the Company each binds itself, its partners, successors, and assigns to the other party to this Contract and to the partners, successors, and assigns of such other party, in respect to all covenants contained in this Contract. The Company shall not assign, sublet, or transfer any part of its interest in this Contract without the prior written consent of the City.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the
date aforesaid.

CITY OF BEDFORD, VIRGINIA

By: _____
Interim City Manager

Approved as to Form:

By: _____
City Attorney

WINGATE AND ASSOCIATES, LTD

By: _____
President